

EXHIBIT A

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re: Estate of Prince Rogers Nelson,

Court File No. 10-PR-16-46

Decedent.

**PETITION OF ROC NATION LLC
FOR ALLOWANCE OF CLAIM
AND ADDITIONAL RELIEF**

Roc Nation LLC ("Roc Nation"), for itself and on behalf of its affiliated organizations (collectively, the "Petitioners"), hereby states the following in support of their petition: (i) for allowance of Petitioners' Claim asserted on May 27, 2016; and (ii) to grant Petitioners access to information concerning Bremer Trust, N.A.'s (the "Special Administrator") business dealings in its capacity as Special Administrator.

1. **Claimant's Information.** I am a claimant in this matter. My name and address are:

Roc Nation LLC
c/o Reed Smith LLP
599 Lexington Avenue
New York, New York 10022

2. **Amount of Claim.** The decedent is Prince Rogers Nelson (the "Decedent"). The Decedent's estate (the "Estate") is and/or will become indebted to Petitioners in an amount to be determined at trial.

3. **Nature of Claim.** The nature of the claim is: Written Contract for services and distribution of intellectual property as modified by subsequent writings, course of dealing between the parties and oral understandings and agreements. The nature and extent of the claim is set forth with greater particularity in Petitioners' letter to the Special

Administrator dated May 27, 2016 (the "Notice of Claim") and the letter from my attorney, Rodney J. Mason, Ltd., dated October 21, 2016 that was sent to the Court and filed with the Court on the same date. The Special Administrator emailed to my attorney a Notice of Disallowance of Purported Claim for the claims set forth in the letter of May 27, 2016, the letter to the Special Administrator dated October 17, 2016, and the letter filed with this Court on October 21, 2016. The claim is further set forth in the Statement of Unsecured Claim filed herein on November 7, 2016.

4. **Date of Claim.** The Decedent died on April 21, 2016. The claim arose on or about July 19, 2015, prior to the Decedent's death.
5. **No Security Interest.** The claim is unsecured.
6. **Existence of Contract.** The claim is based on a contract and a course of dealing between the parties. The contract does not include accrual of interest.
7. **Due Date.** The claim will be due and payable at a future date.
8. **Contingencies of Claim.** The claim is not contingent but is unliquidated. The claim is unliquidated because it depends on the value of future services and distribution rights.
9. **Validity of Claim.** Petitioners were known creditors by reason of written contract, a course of dealing between Petitioners and Decedent or entities controlled by Decedent, and a claim was presented as described in Paragraph 3 above.
10. Pursuant to this Court's Register of Actions, the deadline for submitting claims against the Estate was September 10, 2016.

11. As set forth in the Notice of Claim, Petitioners gave written notice of their contractual claims to the Special Administrator no later than May 27, 2016.
12. The Notice of Claim is adequate and sufficient notice of claim within the meaning of Minn. Stat. Sec. 524.3-804, as Petitioners mailed a written statement of their claim to the Special Administrator on May 27, 2016, indicating the basis of the claim.
13. Pursuant to Minn. Stat. Sec 524.3-806, “failure of the personal representative to mail notice to a claimant of action on the claim for two months after the time of original presentation of the claim has expired has the effect of a notice of allowance.” See Minn. Stat. Sec 524.3-806.
14. The Special Administrator did not formally object to the Notice of Claim, by disallowance of the claim or otherwise, within two months of the date of the Notice of Claim, as required under Minn. Stat. Sec 524.3-806.
15. In fact, nearly five (5) months after Petitioners submitted their Notice of Claim, the Special Administrator belatedly attempted to disallow Petitioners’ claim by letter and notice of disallowance dated October 25, 2016 (the “October 25 Letter”).
16. Notably, the October 25 Letter from counsel for the Special Administrator implicitly acknowledged that Petitioners had made claims against the Estate on May 27, 2016, October 17, 2016 and October 21, 2016. Thus, at the very least, the letter dated May 27, 2016 which underlies the Notice of Claim was timely and received by the Special Administrator.

EXHIBIT B

Maller, Rebecca D

From: Hoffman, Christopher P.
Sent: Wednesday, August 30, 2017 5:02 PM
Subject: FW: In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)
Attachments: Petitioners_ Notice of Deposition of Troy Carter Pursuant to MRCP 30.02pdf;
Petitioners' First Request for Production of Documents to the Personal R....pdf

From: Hoffman, Christopher P.
Sent: Wednesday, April 26, 2017 6:59 PM
To: 'Friedemann, Lora' (lfriedemann@fredlaw.com)
Cc: Siev, Jordan W.; Maller, Rebecca D; 'Rod Mason' (rmason@masonhellers.com); 'Rondoni Tavernier, Anne'; 'Cassioppi, Joseph'
Subject: RE: In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)

Lora –

Attached please find Petitioners' First Request for the Production of Documents as well as a Notice of Deposition for Troy Carter.

Christopher P. Hoffman
212.205.6109
choffman@reedsmith.com

Reed Smith LLP
599 Lexington Avenue
New York, NY 10022

From: Hoffman, Christopher P.
Sent: Friday, April 21, 2017 3:50 PM
To: 'Friedemann, Lora' (lfriedemann@fredlaw.com)
Cc: Siev, Jordan W.; Maller, Rebecca D; Rod Mason (rmason@masonhellers.com); Rondoni Tavernier, Anne; Cassioppi, Joseph
Subject: RE: In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)

Lora –

Pursuant to MRCP 45.01(e), attached please find a copy of Petitioners' third party subpoena to Spotify USA Inc.

Thanks.

Christopher P. Hoffman
212.205.6109
choffman@reedsmith.com

Reed Smith LLP
599 Lexington Avenue
New York, NY 10022

From: Friedemann, Lora [<mailto:lfriedemann@fredlaw.com>]
Sent: Thursday, April 20, 2017 5:20 PM
To: Hoffman, Christopher P.
Cc: Siev, Jordan W.; Maller, Rebecca D; Rod Mason (rmason@masonhellers.com); Rondoni Tavernier, Anne; Cassioppi, Joseph
Subject: RE: In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)

Chris,

Attached please find the Personal Representative's Initial Disclosures.

Lora

Lora M. Friedemann
Chair, IP Division

Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402-1425
Direct Dial: 612.492.7185
Main Phone: 612.492.7000
Assistant: 612.492.7702

Find me at: [PatentWatch](#), [Minnesota's Patent Litigation Bulletin](#)

From: Hoffman, Christopher P. [<mailto:CHoffman@ReedSmith.com>]
Sent: Wednesday, April 19, 2017 6:10 PM
To: Friedemann, Lora
Cc: Siev, Jordan W.; Maller, Rebecca D; Rod Mason (rmason@masonhellers.com); Rondoni Tavernier, Anne; Cassioppi, Joseph
Subject: In re Estate of Prince Rogers Nelson (Court File No. 10-PR-16-46)

Lora –

Attached please find Petitioners' Initial Disclosures Pursuant to Minn. R. Civ. P. 26.01(a).

Thanks.

Christopher P. Hoffman
212.205.6109
choffman@reedsmith.com

Reed Smith LLP
599 Lexington Avenue
New York, NY 10022

* * *

This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

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STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re: Estate of Prince Rogers Nelson,

Decedent.

Court File No. 10-PR-16-46

**NOTICE OF DEPOSITION
OF TROY CARTER**

TO: Comerica Bank & Trust, N.A., in its capacity as personal representative (the "Personal Representative") for the estate of Prince Rogers Nelson (the "Estate") and its counsel, Fredrikson & Byron, P.A., 200 South Sixth Street, Suite 4000, Minneapolis, MN, 55402-1425.

PLEASE TAKE NOTICE that pursuant to Rule 30.02 of the Minnesota Rules of Civil Procedure, Petitioners Roc Nation LLC ("Roc Nation"), Aspiro AB ("Aspiro"), WiMP Music AS ("WiMP") and Project Panther, Ltd. ("Project Panther," collectively with WiMP, Aspiro and Roc Nation, "Petitioners"), by and through their attorneys, will take the deposition by oral examination of **Troy Carter** in connection with the above-referenced matter, on June 1, 2017, 9:30 a.m. CST, at the offices of Mason & Helmers, 332 Minnesota Street, Suite W-3070, St. Paul, Minnesota, 55101, or at another date and time mutually agreed upon by the parties. The deposition will be taken by and before a notary public or another officer authorized to administer oaths and will continue day to day thereafter until the same shall be completed. You are hereby notified, pursuant to Rule 30.02(b) of the Minnesota Rules of Civil Procedure, that the deposition will be taken by stenographic means and recorded by audio and video electronic recording.

The Deponent is commanded to produce to Petitioners two weeks prior to the deposition the documents as described in Exhibit A, attached hereto, regarding the above-referenced case.

Dated: April 26, 2017

/s/ Rodney J. Mason

Rodney J. Mason, #68378
Kirstin E. Helmers, #0388124
MASON & HELMERS
332 Minnesota Street, Suite W-3070
St. Paul, MN 55101
651-224-5343
651-224-5711 fax
rmason@rodnejmason.com
khelmers@rodnejmason.com

Attorneys for Petitioners

In association with:

Jordan W. Siev
Christopher P. Hoffman
REED SMITH LLP
599 Lexington Avenue
New York, NY 10022
212-521-5400
jsiev@reedsmith.com
choffman@reedsmith.com

EXHIBIT A

1. Any and all documents concerning Petitioners including, but not limited to, documents pertaining to Petitioners' rights to exploit the musical assets of Prince Rogers Nelson through digital streaming and Petitioners' rights to use Mr. Nelson's name and/or likeness in connection with the promotion, advertising or marketing of such musical works for digital streaming.
2. Any and all documents and communications concerning the identification or scope of Your role, capacity and/or responsibilities with the Estate, and actual or potential compensation by the Estate, including any agreements governing such role, capacity, responsibilities, and/or actual or potential compensation.
3. Any and all documents or communications to or from You concerning (a) Petitioners, or (b) Petitioners' rights in connection with the Musical Works including, but not limited to, any documents obtained from the Personal Representatives that were produced to the Personal Representative by any of Petitioners.

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the following
counsel for the Personal Representative by electronic mail on April 26, 2017:

Mark W. Greiner
Karen Sandler Steinert
Lora Friedmann
Joseph J. Cassioppi
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN, 55402-1425
mgreiner@fredlaw.com
ksteinert@fredlaw.com
lfriedemann@fredlaw.com
jcassioppi@fredlaw.com

/s/ Christopher P. Hoffman
Christopher P. Hoffman

STATE OF MINNESOTA
COUNTY OF CARVER

DISTRICT COURT
FIRST JUDICIAL DISTRICT
PROBATE DIVISION

In Re: Estate of Prince Rogers Nelson,

Court File No. 10-PR-16-46
Honorable Kevin W. Eide

Decedent.

**PETITIONERS' FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS TO
COMERICA BANK & TRUST, N.A.
(PERSONAL REPRESENTATIVE)**

To:

Mark W. Greiner
Karen Sandler Steinert
Joseph J. Cassioppi
Lora Friedemann
FREDRIKSON & BYRON, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402-1425
Attorneys for Comerica Bank & Trust, N.A.

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 34 of the Minnesota Rules of Civil Procedure, made applicable to this probate proceeding pursuant to Section 524.1-304 of the Minnesota Probate Code, as well as pursuant to the Court's Findings of Fact, Conclusions of Law, Order & Memorandum on Roc Nation's Petition for Allowance of Claim and Additional Relief, dated January 31, 2017, **PETITIONERS ROC NATION LLC, ASPIRO AB, WIMP MUSIC AS and PROJECT PANTHER, LTD.** (collectively, "Petitioners") hereby request and demand that **COMERICA BANK & TRUST, N.A.** and its attorneys produce for inspection and copying at the offices of Mason & Helmers (f/k/a Rodney J. Mason, Ltd.), 332 Minnesota Street, Suite 3070, St. Paul, Minnesota 55101 within thirty (30) days, all documents hereby requested. This is an ongoing request, now and hereafter, for production of all documents or things known in existence or hereafter obtained at any time prior to the final entry of judgment in the above-entitled matter. Petitioners expressly reserve the right to propound additional requests for the production of documents.

Pursuant to Minn. R. Civ. P. 5.01, you are required to serve your responses to Petitioners' First Request for Production of Documents (the "Request for Production") upon Petitioners and all other parties who have appeared in this matter and their attorneys.

DEFINITIONS

1. The term “communications” shall refer to any written or oral communication, correspondence, discussion, contact, exchange, transmittal of information (in the form of facts, ideas, inquiries or otherwise), whether written or oral, including, but not limited to, writings, letters, notes, handwritten notes, e-mails, notices, messages, memoranda, oral conversations, conversations or discussions by telephone or by computer, including text messages, iMessages, BlackBerry Messenger messages, or other messages transmitted between computers and/or mobile electronic devices, or disseminated through any sort of social media website or blog, or other exchange of information in any form, as well as any notes or recordings of them. This term includes all “documents” as defined herein.

2. The term “documents” shall have the broadest possible meaning of “document” and “things” as set forth in Rule 34 of the Minnesota Rules of Civil Procedure, and applies to any written, printed, typed, or other graphic or photographic matter of any nature, any audio or video recordings, computer data physical or electronically stored information including, but not limited to, writings, drawings, graphs, charts, photographs, sound recordings, images, phono-records, disks and other data or data compilations stored in any medium from which information can be obtained, which includes originals, identical copies, translations and drafts thereof and all copies bearing notations and marks not found on the original. Each non-identical copy, draft or any sheet or side thereof, or any document bearing initials, stamped materials, or other notation should be considered a separate document for purposes hereof.

3. The term “electronically stored information” or “ESI” shall have the meaning set forth in Rule 34 of the Minnesota Rules of Civil Procedure and includes, but is not limited to, writings, electronic mail messages, electronic communications disseminated on any website,

databases, spreadsheets, photographs, sound recordings, visual recordings, and images, as well as data compilations stored on a computer hard drive, computer database, server, removable medium such as a floppy disk, CD, DVD, zip disk, tape, flash drive, or USB drive, and any back-up system, archive systems, voice mail system, portable device such as a Blackberry or iPhone, or other technology, in an electronic format that is usable and searchable to the extent the original ESI is searchable, and which includes revisions and drafts of any documents, tape or sound recordings, records, computer databases, including but not limited to word processing and images stored on disks, tapes, or any other data compilations.

4. The term “Artist Equity Term Sheet” refers to the agreement entered into between Petitioner Project Panther Ltd. and the Decedent, dated July 19, 2015 (RN00001255).

5. The term “Digital Music Service” shall be consistent with the term as it is defined in the Artist Equity Term Sheet.

6. The term “Exclusivity Restriction” shall be consistent with the term as it is defined in the Artist Equity Term Sheet.

7. The term “Musical Works” refers to any intellectual property created or owned by Mr. Nelson personally or by the Prince-Related Entity/Entities (as defined herein), including but not limited to, songs, albums, artwork, lyrics, compositions, master recordings or digital files, and their related copyright, distribution, public performance, exploitation and streaming rights.

8. The terms “Decedent” or “Mr. Nelson” refers to Prince Rogers Nelson.

9. The term “Prince-Related Entity/Entities” means any and all business entities owned, controlled or otherwise related to Mr. Nelson, including, but not limited to, entities with the following names:

1-800-NU-FUNK;
Controversy Music, LLC;
Ettreim Enterprises, Inc.;
Glam Slam (L.A.), Inc.;
Graffiti Bridge, Inc.;
Heaven & Earth, Inc.;
Jam of the Year, Inc.;
L4OA, LLC;
Lotus Flower, LLC;
Love 4 One Another Charities, Inc.;
Love 4 One Another, Inc.;
NPG Music and Touring LLC;
NPG Music Club, Inc.;
NPG Music Publishing, LLC;
NPG Music Publishing;
NPG Publishing;
NPG Records LLC;
NPG Records, Inc.;
NPG Records;
NPG Video;
Paisley Park Enterprises, Inc.;
Paisley Park Fragrances, Inc.;
Paisley Park Miami, Inc.;
Paisley Park Online, Inc.;
Paisley Park Records;
Paisley Park Retail, Inc.;
Paisley Park Studios;
Paisley Park Vision, Inc.;
Paisley Park;
Paisley Productions, LLC;
Prince: A Celebration, Inc.;
PRN Productions, Inc.;
Purple Films Company;
Reboot Charity;
Squeaky Clean; and
Tutim Wonphife, Inc.

10. The term “Petitioners” refers to Roc Nation LLC, Aspiro AB, WiMP Music AS, Project Panther, Ltd. and their relevant licensors, licensees, assignors and assignees.

11. The terms “Personal Representative” and “You,” “Yourself” and “Your” refer to Comerica Bank & Trust, N.A. and, where appropriate in context, each of its affiliates, partners, agents, advisors, consultants, employees, representatives, officers, directors, members, executives, attorneys, accountants and/or any other person(s) or entitie(s) acting or purporting to act for or on its behalf or under its control. This definition shall also include the Personal Representative’s predecessor Bremer Trust, N.A. (the “Former Special Administrator”) and, where appropriate in context, each of its affiliates, partners, agents, advisors, consultants, employees, representatives, officers, directors, members, executives, attorneys, accountants and/or any other person(s) or entitie(s) acting or purporting to act for or on its behalf or under its control.

12. The term “Power of Attorney” refers to all documents signed by the Decedent appointing Phaedra Ellis-Lamkins his power of attorney, including, but not limited to, the power of attorney dated April 17, 2014 (RN00010082).

13. The term “Warner” refers to Warner Music Group and its relevant affiliates, subsidiaries, licensors, licensees, assignors and assignees

14. The terms “pertaining to,” “concerning,” or “regarding,” include, together with their full meaning, embodying, recording, describing, evidencing, constituting, mentioning, discussing, summarizing, digesting, analyzing, explaining, showing, reflecting, relating to, referring to, setting forth, dealing with, comprising, consisting of, containing, resulting from, or in any way relevant to a particular subject in whole or in part and either directly or indirectly, and is meant to include, among other things, the document itself, any documents underlying or supporting, now or previously attached or appended to or used in the preparation of the document.

15. The term “identify” with respect to persons shall mean to give, to the extent known, the person’s full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person.

16. The term “identify” with respect to documents shall mean to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and recipient(s).

17. The terms “and” and “or” must be construed conjunctively when such construction would bring within the requested information that would otherwise be outside its scope, and must be construed disjunctively when such construction would bring within the request information that would otherwise be outside of its scope.

18. “Including” or “includes” shall be interpreted in every instance as being illustrative of the information requested, shall be read as “including but not limited to,” and shall not be interpreted to exclude any information otherwise within the scope of these requests.

INSTRUCTIONS

1. Responsive ESI and imaged hard copy documents¹ shall be rendered to single page image format, and accompanied by an Opticon load file (.OPT). All applicable metadata shall be extracted and provided in Concordance® load file format (.DAT). The

¹ These Instructions are intended to be consistent with the Order Regarding Discovery of Hard Copy and Electronically Stored Information (the “ESI Protocol”) filed in the action between the parties in the United States District Court for the District of Minnesota styled *NPG Records, Inc. et al v. Roc Nation, LLC et al*, No. 16-cv-03909 (D. Minn. Nov. 15, 2016). The entire ESI Protocol is hereby incorporated by reference.

delimiters for the file must be as follows (Concordance default): Comma - ASCII character 20; Quote - ASCII character 254; Newline - ASCII character 174.

2. During the process of converting ESI from the electronic format of the application in which the ESI is normally created, viewed, and/or modified to TIFF, metadata values should be extracted and produced in the load file. To the extent they are reasonably available, and except with respect to documents redacted in whole or in part on grounds of privilege, the metadata values that are to be extracted and produced in the metadata load files (.DAT file using Concordance standard delimiters) are:

- x Starting production number;
- x Ending production number;
- x Production Attachment Range Number Begin;
- x Production Attachment Range Number End;
- x Parent production number
- x Confidentiality Designation
- x Page Count
- x Custodian;
- x File Author (creator of document);
- x Message From
- x Message To(s);
- x Message Cc(s);
- x Message Bcc(s);
- x “Sortdate” (i.e., for email, Sent Date of the parent email is applied to all of its attachments; OR, for electronic files, Last Modified Date);
- x Message Received date
- x Message Sent date;
- x Electronic document type extension (i.e., email, attachment, document);
- x Email Subject;
- x File Name;
- x File Size;
- x Folder; and
- x MD5 Hash

3. The singular form of all words includes the plural form and the plural form of all words includes the singular form, and the word “any” means “any and all” and the word “each” means “each and every”.

4. The documents called for by this Request for Production refer to all ESI, documents and tangible things in the custody, control and possession of the Personal Representative as well as ESI, documents and tangible things in the custody, control and possession of the Personal Representative's counsel, advisors, agents, employees, investigators and/or consultants, unless otherwise privileged.

5. If You object to a particular request in this Request for Production or portion thereof, You must identify with specificity the grounds for Your objection. Further, Your objection must state whether any responsive materials are being withheld on the basis of that objection.

6. If You object to a particular request or portion thereof, You must produce all documents called for that are not subject to an objection. Similarly, whenever a document is not produced in full for some other reason, You must state with particularity the reason(s) it is not being produced in full and describe, to the best of Your knowledge, information, and belief, and with as much particularity as possible, those portions of the documents that are not produced.

7. You must produce the documents called for herein as they are kept in the usual course of Your affairs.

8. In producing documents, You are requested to produce the original of each documents requested together with all non-identical copies and drafts of that document. If the original of any document cannot be located, a copy shall be provided in lieu thereof, and shall be legible and bound or stapled in the same manner as the original.

9. Document attached to each other should not be separated.

10. Documents produced in response to this Request for Production should be marked with a Bates-style stamp or similar serial document identifying system.

11. If any of the documents requested below have been destroyed or otherwise discarded, you are requested to identify the document destroyed or discarded in the same manner as identification is requested for “privileged” documents.

12. If any of the documents requested below are claimed by the Personal Representative to be privileged and/or are withheld under a claim of privilege or other protection from disclosure, the Personal Representative must provide for each such document the following information with respect to any such document:

- a. The nature of the privilege claimed by specifying its title or identifying date;
- b. The identity of the document’s author or authors and all parties to it;
- c. The document’s date, or, if no date appears on it, the approximate date of its creation;
- d. The identity of each person to whom the document was directed, including any “cc” or “bcc”; and
- e. Whether any non-privileged matter is included in the document.

DOCUMENTS REQUESTED

1. Any and all documents and communications including, but not limited to, any draft or final agreements and/or documents concerning potential arrangements, concerning the efforts of the Personal Representative and/or the Former Special Administrator to exploit Mr. Nelson’s Musical Works through any Digital Music Service, or online distribution service.

2. Any and all documents and communications including, but not limited to, any draft or final agreements and/or documents concerning potential arrangements, regarding the release of previously unreleased music by the Decedent in the form of a newly recorded and previously unreleased full-length studio album and/or associated videos and singles.

3. Any and all documents concerning the Decedent's ability to make the representations and warranties contained in the Artist Equity Term Sheet including, but not limited to, the Decedent's ability to contract on behalf of the Prince-Related Entities.

4. Any and all documents and communications including, but not limited to, any draft or final agreements and/or documents concerning potential arrangements, concerning the Exclusivity Restriction set forth in the Artist Equity Term Sheet, inclusive of all documents concerning the Personal Representative's discussion of such rights with Warner or any Digital Music Service other than TIDAL.

5. Any and all agreements, or communications regarding such agreements, with any entertainment industry experts and/or consultants, including, but not limited to, L. Londell McMillan, Charles Koppelman, David Dunn, Shot Tower LLC, Troy Carter, Celebrity Valuations LLC, CMG Worldwide, Mark Roesler, Financial Research Associates, Inc. and/or Jay E. Fishman concerning the Artist Equity Term Sheet and/or the management, preservation, monetization, and/or exploitation of the Musical Works.

6. Any and all documents and communications concerning the identification or scope of Troy Carter's role, capacity and/or responsibilities with the Estate, and actual or potential compensation by the Estate, including any agreements governing such role, capacity, responsibilities, or actual or potential compensation.

7. Any and all non-privileged documents from or maintained by former employees or agents of the NPG Entities or any of the other Prince-Related Entities regarding the claims and defenses raised in this action, whether maintained on web-based email accounts or otherwise, including, but not limited to, documents from or maintained by the following individuals: Meron Bekure, Phaedra Ellis-Lamkins, Diana Frappier, Trevor Guy and Joshua Welton.

8. Any and all documents concerning the Artist Equity Term Sheet.

9. Any and all documents concerning the Power of Attorney.

10. Any and all non-privileged documents concerning the Former Special Administrator's role, including, but not limited to, its behavior or actions concerning the alleged improper valuation of the Musical Assets, in connection with negotiating any deals involving the Musical Assets with Universal Music Group, including, but not limited to, any and all documents concerning threatened or pending litigation concerning same, as reported by the Wall Street Journal and Variety Magazine in the following articles, respectively: (i) Hannah Karp, *Winner of Rights to Prince's Music Fears It Was Shortchanged*, WALL STREET JOURNAL (Apr. 14, 2017); and (ii) Jem Aswad, *Universal May Try to Nullify Recorded-Music Deal With Prince Estate*, VARIETY.COM (Apr. 14, 2017).

Dated: April 26, 2017

MASON & HELMERS

/s/ Rodney J. Mason

Rodney J. Mason, #68378

Kirstin E. Helmers, #0388124

MASON & HELMERS

332 Minnesota Street, Suite W-3070

St. Paul, MN 55101

651-224-5343

651-224-5711 fax

rmason@masonhelmers.com
khelmers@rmasonhelmers.com

Attorneys for Petitioners

In association with:

Jordan W. Siev
Christopher P. Hoffman
Reed Smith LLP
599 Lexington Avenue
22nd Floor
New York, NY 10022
212-521-5400
212-521-5450
jsiev@reedsmith.com
choffman@reedsmith.com

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the following
counsel for the Personal Representative by electronic mail on April 26, 2017:

Mark W. Greiner
Karen Sandler Steinert
Lora Friedmann
Joseph J. Cassioppi
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN, 55402-1425
mgreiner@fredlaw.com
ksteinert@fredlaw.com
lfriedemann@fredlaw.com
jcassioppi@fredlaw.com

/s/ Christopher P. Hoffman
Christopher P. Hoffman

EXHIBIT C

May 3, 2017

Jordan W. Siev
Christopher Hoffman
Reed Smith
599 Lexington Avenue, 22nd Floor
New York, NY 10022
jsiev@reedsmith.com

Via Email

Re: In re Prince Rogers Nelson, Court File No. 10-PR-16-46

Dear Jordan and Chris:

I write about the Notice of Deposition of Troy Carter you emailed on April 26. In the Notice, you purport to require Mr. Carter to produce documents and appear for a deposition on June 1st.

We exchanged emails regarding Mr. Carter's work with the Estate on April 11th. The emails we exchanged on that date address two subjects. First, we assured you that we understand our obligations under the protective order and are complying with them. We have not provided Mr. Carter with any information or documents involving your clients. Second, we responded to your request for information regarding Mr. Carter's work with the Estate, and the manner in which he is compensated. We explained at that time that the Estate engaged Mr. Carter as an entertainment industry adviser, and that the specific work he is doing and compensation arrangements are confidential.

You apparently noticed Mr. Carter's deposition in an effort to question Mr. Carter about the same two subjects we addressed in our exchange of emails. The request for production of documents included in the Notice purports to require production of the following materials:

1. Any and all documents concerning Petitioners, including, but not limited to, documents pertaining to Petitioners' rights to exploit the musical assets of Prince Rogers Nelson through digital streaming and Petitioners' rights to use Mr. Nelson's name and/or likeness in connection with the promotion, advertising, or marketing of such musical works for digital streaming.

May 3, 2017

Page 2

As we already explained, Mr. Carter is not involved in this dispute and does not have documents or information relating to Petitioners or their claims.

2. *Any and all documents and communications concerning the identification or scope of Your role, capacity and/or responsibilities with the Estate, and actual or potential compensation by the Estate, including any agreements governing such role, capacity, responsibilities, and/or actual or potential compensation.*

As we already explained, your request for these materials is inappropriate. Mr. Carter has been engaged as an expert to provide services unrelated to this dispute. The documents you are requesting are irrelevant, and are also protected from discovery under the work product doctrine.

3. *Any and all documents or communications to or from You concerning (a) Petitioners, or (b) Petitioners' rights in connection with the Musical Works including, but not limited to, any documents obtained from the Personal Representatives [sic] that were produced to the Personal Representative by any of Petitioners.*

Mr. Carter does not have any documents or information relating to Petitioners or the claims Petitioners have made.

We respectfully request that you reconsider the Notice and accompanying request that Mr. Carter produce documents. If you decide to proceed with the deposition, we intend to object and instruct Mr. Carter not to answer questions regarding the work he is doing for the Estate as an entertainment advisor based on the work product doctrine. And it makes little sense to convene a deposition so that Mr. Carter can tell you that he has not received any materials relating to your clients.

If you nevertheless decide to depose Mr. Carter, you will need to compel his attendance through a subpoena. The Notice you served has no legal effect. We are authorized to accept service of a subpoena to Mr. Carter, but would appreciate it if you would communicate with us in advance to agree on a date and time that works for everyone.

Sincerely,

/s/ Lora M. Friedemann

Lora M. Friedemann

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cc: Troy Carter